

TO BE RECORDED

mc 10/19/07 3:17:51  
BK 2,806 PG 303  
DE SOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

## ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

THIS AGREEMENT, made this 4th day of October, 2007 by and among  
**JACK J DAVIS**

**JENNIFER L BRIGHT and BILL D BRIGHT**

("Sellers"),

("Purchasers").

### WITNESSETH

WHEREAS, Purchaser(s) has purchased from the Seller(s) real property located at **1735 NESBIT RD NESBIT, MS 38651**

instrument ("Security Instrument") dated February 6, 2003 as set forth in the security instrument which was recorded among the Land Records of De Soto County, State of Mississippi and assigned on 2-18-03 in Book 1660, Page 186 and assigned on 2-18-03 in Book 1660, Page 203 and assigned on 2-18-03 in Book 1660, Page 203

WHEREAS, on February 6, 2003, a note ("Note") covered by the security instrument was executed by the "Sellers" in the original amount of \$175,000.00, payable in monthly installments of principal and interest in the amount of \$1,063.32 each commencing on the first day of April 1st, 2003 and continuing monthly thereafter until the first day of March 1st, 2033, when the principal and interest are paid fully. The outstanding balance of the Note as of the date hereof is \$158,517.28; and

WHEREAS, Purchaser desires to assume and to agree to pay the indebtedness and to perform all of the terms and conditions of the said note and security instrument.

NOW, THEREFORE, in consideration of one and more dollars (\$1.00+) and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. Purchaser assumes and agrees to pay the indebtedness evidenced by said Note according to the terms of the Note and agrees to keep and to perform all of the covenants and conditions of the security instrument according to the provisions thereof and agrees to be bound thereby with the same force effect as though the Purchaser had been the original maker of the Note and security instrument.

2. Seller and Purchaser severally represents, warrant, and agree they have no offsets or defenses of any kind against enforcement of the said Note and security instrument which shall remain and continue in full force and effect hereby approved, ratified, and confirmed.

3. Lender understands and agrees that by the execution of this Agreement the Seller is no longer personally liable to pay the indebtedness evidenced by the said Note and is released from liability.

4. The liability of those signing this Agreement as Purchaser shall be joint and several.

5. The word "Note" as used in the Agreement shall be construed to mean the note, bond, or any other written instrument which evidences the indebtedness referred herein. The words "Security Instrument" as used in the Agreement shall be construed to mean the mortgage, deed of trust or other written instrument which secured the indebtedness referred herein.

6. Whenever appropriate, the singular number shall include the plural and the plural number the singular.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Assignment the day and year first above written.

Seller: JACK J DAVIS

Purchaser: JENNIFER L BRIGHT

Seller:

Purchaser: BILL D BRIGHT

Citibank, NA

By: RJ Seaser

RJ Seaser, Assistant Vice President

RJ SEASER  
Assistant Vice President  
CitiMortgage, Inc.  
Consumer Direct Operations  
100 Galleria Officentre/Suite 300  
Southfield, MI 48034-8409  
248-905-7028  
SOE #RJ11149

STATE OF Mississippi

} SS:

COUNTY OF

On this 4th day of October, 2007, before me, the undersigned officer, personally appeared **JENNIFER L BRIGHT and BILL D BRIGHT**

(Borrowers)

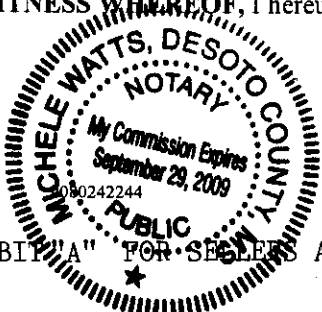
~~and JACK J DAVIS~~XX

(Sellers),

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)



15368.CV (1/06)

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

SEE ATTACHED EXHIBIT "A" FOR SELLER'S ACKNOWLEDGEMENT

GOTO(0013be27)

State of MICHIGAN

County of WAYNE

I, Manisha Shah, a Notary Public of the County and State aforesaid, certify that RJ Seaser, personally came before me this day and acknowledged that he is an Assistant Vice President of Citimortgage, Inc. and that he as Assistant Vice President, being authorized to do so, executed the foregoing instrument on behalf of the bank.

WITNESS my hand and official stamp or seal, the 26<sup>th</sup> day of September, 2007.

My commission expires:

MANISHA SHAH  
NOTARY PUBLIC WAYNE CO., MI  
MY COMMISSION EXPIRES Dec 12, 2007

*Manisha Shah*  
Notary Public

SEAL-STAMP

THIS CERTIFICATE MUST BE ATTACHED TO  
THE DOCUMENT DESCRIBED AT RIGHT

TITLE OF DOCUMENT: **ASSUMPTION AGREEMENT  
WITH RELEASE OF LIABILITY**

NUMBER OF PAGES: 1

DATE OF DOCUMENT: 10-04-07

STATE OF CALIFORNIA

COUNTY OF Orange

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 4th day of October, 2007, within my jurisdiction, the within named Jack J. Davis, who acknowledged that he executed and delivered the foregoing instrument.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the

4th day of October, 2007.



MY COMMISSION EXPIRES: 12-26-07

*Vicki L. Ranck*  
NOTARY PUBLIC